

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Harrisonburg Division**

RLI INSURANCE COMPANY)	
)	
Plaintiff,)	
)	
v.)	Case No. 5:18-cv-00066
)	
NEXUS SERVICES, INC.)	
)	
Defendant.)	
)	

ANSWER

COMES NOW Defendant, Nexus Services Inc. (“Nexus”), by counsel, and states as follows for its Answer to Plaintiff RLI Insurance Company’s (“RLI”) Verified Complaint:

1. Nexus admits that it entered into an indemnity agreement with RLI. All other allegations in paragraph 1 of the Verified Complaint are denied.

2. Nexus is without sufficient information to admit or deny the allegations in paragraph 2 of the Verified Complaint, and those allegations are therefore denied.

3. Admitted.

4. Paragraph 4 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 4 are denied.

5. Paragraph 5 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 5 are denied.

6. Nexus admits that it entered into a surety agreement with RLI and that the copy annexed to the Verified Complaint appears to be true and correct. All other allegations contained in paragraph 6 of the Verified Complaint are denied.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted.

13. Nexus admits that the agreement attached to the Verified Complaint as Exhibit A contains the following language: “Indemnitor(s) consent and agree that the laws of the State of Illinois shall apply to this Agreement.” To the extent that paragraph 13 of the Verified Complaint contains legal conclusions, no response is required. To the extent response is required, all further allegations in paragraph 13 of the Verified Complaint are denied.

14. Nexus admits that RLI issued certain immigration bonds at Nexus’ request. All other allegations in paragraph 14 of the Verified Complaint are denied.

15. Admitted.

16. Paragraph 16 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 16 are denied.

17. Paragraph 17 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 17 are denied.

18. Paragraph 18 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 18 are denied.

19. Nexus is without sufficient information to admit or deny the allegations in paragraph 19 of the Verified Complaint, and those allegations are therefore denied.

20. Paragraph 20 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 20 are denied.

21. Admitted.

22. Admitted.

23. Denied.

24. Paragraph 24 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 24 are denied.

25. Paragraph 25 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 25 are denied.

26. Paragraph 26 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 26 are denied.

27. Paragraph 27 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 27 are denied.

28. Nexus is without sufficient information to admit or deny the allegations in paragraph 28 of the Verified Complaint, and those allegations are therefore denied.

29. Paragraph 29 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 29 are denied.

30. Paragraph 30 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 30 are denied.

31. Paragraph 31 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 31 are denied.

32. Nexus is without sufficient information to admit or deny the allegations in paragraph 32 of the Verified Complaint, and those allegations are therefore denied.

33. Paragraph 33 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 33 are denied.

34. Nexus admits that RLI issued certain immigration bonds at Nexus' request. All other allegations in paragraph 34 of the Verified Complaint are denied.

35. Nexus is without sufficient information to admit or deny the allegations in paragraph 35 of the Verified Complaint, and those allegations are therefore denied.

36. Nexus is without sufficient information to admit or deny the allegations in paragraph 36 of the Verified Complaint and those allegations are therefore denied.

37. Nexus is without sufficient information to admit or deny the allegations in paragraph 37 of the Verified Complaint and those allegations are therefore denied.

38. Denied.

39. Denied.

40. Admitted.

41. Nexus admits that it received the letter attached to the Verified Complaint as Exhibit C and that the document speaks for itself. The remaining allegations in paragraph 41 of the Verified Complaint are denied.

42. Denied.

43. Nexus admits that it received the e-mail attached to the Verified Complaint as Exhibit D and that the document speaks for itself. The remaining allegations in paragraph 43 of the Verified Complaint are denied.

44. Denied.

45. Nexus admits that it received the letter attached to the Verified Complaint as Exhibit E and that the document speaks for itself. The remaining allegations in paragraph 45 of the Verified Complaint are denied.

46. Denied.

47. Nexus admits that a meeting occurred on May 26, 2017 at Nexus' offices in Verona, Virginia between representatives of Nexus and representatives of RLI. All other allegations in paragraph 47 of the Verified Complaint are denied.

48. Nexus admits that it received the letter attached to the Verified Complaint as Exhibit F and that the document speaks for itself. The remaining allegations in paragraph 48 of the Verified Complaint are denied.

49. Denied.

50. Nexus admits that it received the letter attached to the Verified Complaint as Exhibit G and that the document speaks for itself. The remaining allegations in paragraph 50 of the Verified Complaint are denied.

51. Denied.

52. Nexus admits that a meeting occurred between representatives of Nexus and counsel for RLI in McLean, Virginia on December 12, 2017. The remaining allegations in paragraph 52 are denied.

53. Nexus admits that it has repeatedly requested that RLI enter into a confidentiality agreement. All other allegations in paragraph 53 of the Verified Complaint are denied.

54. Denied.

55. Nexus admits that RLI's counsel sent a proposed confidentiality agreement. All other allegations in paragraph 55 of the Verified Complaint are denied.

56. Denied.

57. Nexus admits that it received the letter attached to the Verified Complaint as Exhibit H and that the document speaks for itself. The remaining allegations in paragraph 57 of the Verified Complaint are denied.

58. Nexus admits that the e-mail attached to the Verified Complaint as Exhibit I is authentic and that the document speaks for itself. The remaining allegations in paragraph 58 of the Verified Complaint are denied.

59. Paragraph 59 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 59 are denied.

60. Paragraph 31 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 31 are denied.

61. Denied.

62. Denied.

63. Denied.

64. Nexus is without sufficient information to admit or deny the allegations in paragraph 64 of the Verified Complaint and those allegations are therefore denied.

65. Denied.

66. Denied.

67. Nexus admits that the visible portions of the e-mail attached to the Verified Complaint as Exhibit K are authentic and that the document speaks for itself. The remaining allegations in paragraph 67 of the Verified Complaint are denied.

68. Denied.

69. Paragraph 69 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 69 are denied.

70. Paragraph 70 of the Verified Complaint contains legal conclusions to which no response is required. To the extent a response is required, those allegations are denied. Nexus is without sufficient information to admit or deny the additional allegations in paragraph 70 of the Verified Complaint and those allegations are therefore denied.

71. Denied.

72. Denied.

73. Nexus incorporates by reference its responses to paragraphs 1-72.

74. Paragraph 74 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 74 are denied.

75. Paragraph 75 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 75 are denied.

76. Denied.

77. Paragraph 77 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 77 are denied.

78. Paragraph 78 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 78 are denied.

79. Paragraph 79 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 79 are denied.

80. Paragraph 80 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 80 are denied.

81. Nexus incorporates by reference its responses to paragraphs 1-80.

82. Paragraph 82 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 82 are denied.

83. Paragraph 83 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 83 are denied.

84. Paragraph 84 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 84 are denied.

85. Paragraph 85 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 85 are denied.

86. Paragraph 86 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 86 are denied.

87. Nexus incorporates by reference its responses to paragraphs 1-86.

88. Paragraph 88 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 88 are denied.

89. Paragraph 89 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 89 are denied.

90. Denied.

91. Denied.

92. Paragraph 92 of the Verified Complaint contains only legal conclusions to which no response is required. To the extent a response is required, the allegations in paragraph 92 are denied.

Any allegations in RLI's Verified Complaint not specifically addressed above are denied.

AFFIRMATIVE DEFENSES

- A. The equitable relief sought by Plaintiff is barred by the doctrine of unclean hands.
- B. The equitable relief sought by Plaintiff is barred by waiver.
- C. The equitable relief sought by Plaintiff is barred by estoppel.

WHEREFORE Defendant respectfully prays the Court dismiss Plaintiff's claims with prejudice, award Defendant its fees and costs, and grant such other and further relief as justice may require.

Defendant demands a trial by jury of all issues so triable.

Dated: May 4, 2018

Respectfully Submitted,

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Counsel for Defendant Nexus Services, Inc.

CERTIFICATE OF SERVICE

I certify that on this 4th day of May, 2018, a copy of the foregoing was filed via CM/ECF, which will send a notification of such filing to all counsel of record.

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